

EXHIBIT C

MEMORANDUM

TO: Marc Graham, President
American Driveline Centers, Inc.

FROM: Gerald H. Hansen

DATE: February 21, 2012

RE: AAMCO/Kingston Pike, Knoxville, Tennessee

Marc,

I am writing you regarding my purchase of the existing AAMCO business located on Kingston Pike in Knoxville, Tennessee (the "Business") and to confirm the notice I gave to AAMCO on February 10, 2012, of my unwillingness to complete the purchase of the Business under the original terms. I fully intended to purchase the Business under the terms of the Purchase Agreement that I executed and forwarded by email to American Driveline Centers, Inc. on September 30, 2011 (the "Agreement"). In furtherance of this purchase, I forwarded the entire purchase price of \$210,000 (the "Purchase Price") to AAMCO for this purchase in good faith and attended the AAMCO franchisee training at your corporate headquarters in Horsham, Pennsylvania. I had to liquidate retirement funds for the majority of this cash and incur penalties and taxes as a result of this which I will have to pay by April 15, 2012. I actually never received an executed copy of the Agreement showing that AAMCO accepted it even though I forwarded the entire Purchase Price to AAMCO.

I was not willing to conclude the purchase because, in my good faith judgment, there has been a material adverse change in, among other things, the earnings and financial condition of the Business since the August 27, 2011 Measuring Date when sales were \$61,208 for the four week period ending on such Measuring Date. I have always been concerned with working capital, which I have always expressed to AAMCO and which is the reason I insisted on a provision in the Purchase Agreement regarding adverse changes in the financial condition of the Business and giving me the right to terminate and request a refund of the Purchase Price if such changes in the Business occurred.

I appreciate AAMCO's patience in this process and am still sold on the AAMCO business model, but I just do not feel comfortable going forward with this particular purchase at this price, given this adverse change in the financial condition of the Business and my concern for working capital. I am saddened by this, and I think that AAMCO is the best franchise in the automotive repair industry. In fact, I would still like to own an AAMCO and would conclude the purchase of the Business under these terms, but at a lower price to account for the change and to cover working capital. If AAMCO would like to discuss this, I would be happy to do so,

but I have always been told that AAMCO would not reduce the price. If AAMCO does not want to discuss revised terms, I request that AAMCO promptly refund the Purchase Price to me. I am already going to lose tens of thousands of dollars on this as it is, and I need these funds in time for me to pay penalties and taxes on them by April 15, 2012, or I will have to withdraw additional retirement funds and incur more penalties, taxes, and damages.

Also, as background information for you, I had been asking for financial information for weeks (actually since the beginning of the year) and did not receive the latest financial information, which included only the sales for the months of December 2011 and January 2012, until February 9, 2012. This information showed that, for the month of January 2012, the sales of the Business were \$40,780, down from \$61,208 for the four week period ending on the Measuring Date. I advised AAMCO of my unwillingness to conclude the purchase as a result of this adverse financial information within a day after I received the information.

If you have any questions or would like to discuss this, please feel free to contact me.

Regards,

Jerry Hansen
407-201-8989